

2 of 3



HARVARD UNIVERSITY

PARTICIPATION AGREEMENT

Introduction

The President and Fellows of Harvard College adopted, on March 17, 1986, an amended "Statement of Policy in Regard to Inventions, Patents and Copyrights." This Policy, as amended from time to time, applies to all members of the University, and in particular to anyone who participates in externally sponsored programs. Also, Federal policy requires the University to obtain written agreements from professional staff members of Federally sponsored programs regarding their obligations for reporting and assignment of inventions.

Agreement

In order that the University may carry out its obligations, and in consideration of my present or subsequent employment by the University or the availability to me of opportunities to perform sponsored research or use funds or facilities administered by the University, I hereby agree as follows:

1. I have read, and I understand and agree to be bound by the terms of the "Statement of Policy in Regard to Inventions, Patents and Copyrights," a copy of which is attached to this Agreement, as well as by the terms of any revisions or amendments adopted by my Faculty and/or the President and Fellows of Harvard College.

2. In particular, I agree to report promptly to the Office of Patents, Copyrights and Licensing any invention or discovery conceived or first reduced to practice as part of or related to my University activities, and to assign or confirm in writing to Harvard all rights to any such invention or discovery if that is required by Harvard's obligations to external sponsors of research or by Harvard policy.

3. I understand that Harvard sometimes accepts obligations under the terms of agreements which are binding on those participating in externally sponsored programs. Therefore, if I am associated with such a program, I understand that it is my responsibility to ascertain the terms of such agreements as they relate to me. I agree to do so and to abide by all applicable terms of such agreements.

4. I also understand that there may be instances where University policy or Harvard's obligations to external sponsors may preclude my being able to retain copyright and I agree in such cases to assign all rights to Harvard or its designee. I further understand that, in its agreements with external sponsors, Harvard seeks to retain maximum publication rights for its members and itself.

5. I will cooperate fully, at no expense to me, with the University or its designee in the evaluation and prosecution of patents, in the registration of copyrights and in the preparation and execution of all documents necessary or incidental thereto.

6. In addition, I understand and accept the provisions of the University's royalty income sharing policy dated August 1, 1979, revised in September 1984, and as amended from time to time.

I understand and agree that I shall not, in connection with my participation in any research or development project, or in connection with my participation in any organization or corporation, with respect to any rights in inventions, discoveries or copyrightable materials which are, or could reasonably be construed to be, in conflict with this Agreement.

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8. I recognize that this Agreement is part of the terms of my appointment at Harvard and that its obligations in regard to my activities while holding a Harvard appointment shall continue after termination of my Harvard appointment.

9. Finally, this agreement shall apply to all copyrightable materials created, and to all inventions made, conceived or first actually reduced to practice after the date this Agreement is signed, and shall be binding on myself, my estate, heirs and assigns.

Signed Kayoko Kintara
Name Kayoko Kintara
Date 19th August 1998

April, 1986

FOLEY, HOAG & ELIOT LLP

ONE POST OFFICE SQUARE

BOSTON, MASSACHUSETTS 02109-2170

Anita Varma, Esq.*

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WASHINGTON, D.C. 20006

TEL: 202-223-1200

FAX: 202-785-6687

October 31, 2000

VIA CERTIFIED MAIL

Kayako Kimbara
1455 Beacon Street
Brookline, MA 02446


Re: Utility Patent Application No.: 09/575,580
Filing Date: May 22, 2000
Title: CALCIPRESSINS: ENDOGENOUS INHIBITORS OF CALCINEURIN,
USES AND REAGENTS RELATED THERETO
Inventors: Frank McKeon et al.
Our Reference: HMV-048.01 (19788-4801)

Dear Ms. Kimbara:

Enclosed please find a Declaration and Power of Attorney document regarding the above-referenced patent application. Please carefully read, date and sign in blue ink, if appropriate, the attached Declaration and return it to us by November 14, 2000. We have enclosed a pre-addressed envelope for your convenience.

If you have any questions, please do not hesitate to call.

Sincerely,


Anita Varma

Enclosure

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Kayako Kimbura, 1455 Beacon St, Brookline, MA 02446

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Anita Varma, Esq. Foley Hoag & Eliot
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2. ☐ Restricted Delivery

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Kayako Kimbara
1455 Beacon Street
Brookline, MA 02446

4a. Article Number

7099 3400 0010 41241515

4b. Service Type

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☐ Express Mail ☐ Insured
☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery

11-13-97

5. Received By: (Print Name)

Shirley Kim

6. Signature: (Addressee or Agent)

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8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994

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Kayoko Kimbara

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SEE INSTRUCTIONS

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8 Release Signature

By signing this Airbill, you agree to the terms and conditions on the back of this Airbill and accept the liability for any loss or damage resulting from the use of this Airbill.

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December 4, 2000

VIA CERTIFIED MAIL

Kayako Kimbara
1455 Beacon Street
Brookline, MA 02446

Re: Utility Patent Application No.: 09/575,580
Filing Date: May 22, 2000
Title: CALCIPRESSINS: ENDOGENOUS INHIBITORS OF CALCINEURIN,
USES AND REAGENTS RELATED THERETO
Inventors: Frank McKeon et al.
Our Reference: HMV-048.01 (19788-4801)


Dear Ms. Kimbara:

Enclosed please find a copy of the specification for the above-referenced application. We attempted to deliver this to you at the address listed above via federal express on November 15, 2000.

Please also note that we have not yet received from you the executed Declaration and Power of Attorney document we mailed to you on October 31, 2000. Please carefully read, date and sign in blue ink, if appropriate, the Declaration and return it to us as soon as possible as we are trying to meet a deadline of **January 2, 2001**.

If you have any questions, please do not hesitate to call.

Sincerely,


Anita Varma